

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11

EDISON PRICE LIGHTING, INC.,

Case No.:20-22614 (RDD)

Debtor.  
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**ORDER DENYING MOTION OF UNITED DEVELOPMENT VENTURE, LLC TO  
COMPEL PAYMENT OF ACCRUED POST PETITION RENT PURSUANT TO 11  
U.S.C. § 365(d)(3), OR, IN THE ALTERNATIVE, FOR AN ORDER DEEMING ITS  
LEASE REJECTED AND MODIFYING THE AUTOMATIC STAY TO ALLOW IT TO  
PURSUE ITS STATE COURT REMEDIES**

UPON the motion, dated June 26, 2020 [Dkt. No. 63] (the “Motion”) of United Development Venture, LLC (the “Movant”), the landlord for the manufacturing facility of Edison Price Lighting, Inc., the debtor and debtor in possession herein (the “Debtor”), seeking an order under 11 U.S.C. § 365(d)(3) requiring the Debtor to pay all accrued postpetition amounts owing and due under its Lease, Amendment and Extension of Lease Agreement (the “Lease”), or, in the alternative, an order deeming the Lease rejected under 11 U.S.C. § 365 and granting relief pursuant to 11 U.S.C. § 362(d)(1) from the automatic stay in effect in this case under 11 U.S.C. § 362(d) to permit the Movant to enforce its rights in, and remedies in and to, the leased property; and there being due and sufficient notice of the Motion and the hearing thereon; and upon the Debtor’s and Citibank, N.A.’s objections to the Motion and the Movant’s replies; and upon the record of the hearing held by the Court on the Motion on July 10, 2020 (the “Hearing”) and all of proceedings herein; and, after due deliberation and for the reasons stated by the Court in its bench ruling at the Hearing, the Court having determined to deny the Motion on the terms hereof; and good and sufficient cause appearing, it is hereby

ORDERED, that the Motion is denied; provided, that, as adequate protection under 11 U.S.C. §§ 361 and 362(d)(1) of the Movant's interest in the leased property, the Debtor (a) shall timely pay, when presented with a proper demand therefor under the Lease, all outstanding taxes due with respect to such property and (b) maintain all insurance with respect to such property to the extent required by the Lease; and it is further

ORDERED, that the foregoing denial is without prejudice to the Movant's right to an administrative expense for unpaid postpetition rent and additional rent under the Lease and to the right of the Debtor and other parties in interest to object to the allowance of such expense in whole or in part as not being owed under the Lease, including under New York's doctrines of impossibility or frustration. If any party seeks a determination of such issue before the Debtor's motion for an order authorizing it to assume and/or assume and assign the Lease under 11 U.S.C. § 365, such party shall obtain a hearing date from chambers and file and serve a notice thereof with its request and memorandum of law.

Dated: White Plains, New York  
July 13, 2020

/s/Robert D. Drain

HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE